

Los Angeles County
Board of Supervisors

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December 07, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

John F. Schunhoff, Ph.D.
Interim Director

Gail V. Anderson, Jr., M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

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*To improve health
through leadership,
service and education.*

**APPROVAL OF AMENDMENT TO CASE MANAGEMENT AND HOUSING
LOCATOR SERVICES AGREEMENT WITH HOMELESS HEALTH CARE
LOS ANGELES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval to extend the term of the Agreement with Homeless Health Care Los Angeles for case management and housing locator services to homeless patients in support of the Access to Housing for Health project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute Amendment No. 4 to Agreement No. H-702539 with Homeless Health Care Los Angeles (HHCLA), effective upon Board approval, to extend the term of the Agreement for five months, effective December 31, 2010 through May 31, 2011, with an additional three month-to-month extensions, provided rollover funding is available, with no increase to the Agreement's maximum obligation of \$2,365,873, to allow for the expenditure of unexpended funds, for the continued provision of intensive case management services to homeless patients discharged from a Department of Health Services (DHS) facility, who currently have or are soon to obtain housing as participants in the Access to Housing for Health (AHH) project. The amendment contains further provision that in no case will the County be obligated to pay for any services in excess of the maximum obligation and the



contract extension will be co-terminus with the exhaustion of rollover funds during any extension period.

2. Delegate authority to the Interim Director, or his designee, to execute future no additional cost amendments to the Agreement to: a) revise or incorporate provisions consistent with all applicable federal and State law and regulations, County Ordinances, and Board policy; and b) make appropriate changes to the Agreement to improve operational efficiencies, roll forward any unexpended funds, add clarity, and/or correct errors and omissions, subject to review and approval by County Counsel and the Chief Executive Office.

3. Delegate authority to the Interim Director, or his designee, to make adjustments between program budget items and categories, and adjust program deliverables in the Statement of Work and Performance Requirements Summary Chart, as needed, to adapt to changing program needs identified jointly by DHS and HHCLA.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Interim Director, or his designee, to execute an Amendment, substantially similar to Exhibit I, to extend the term of the current Agreement with HHCLA for five months, using existing unexpended funds to continue the provision of intensive case management services to homeless patients who have obtained or are about to obtain housing through the AHH project. There is also provision for an additional three month-to-month extensions should there remain any unexpended funds in order to continue services for as long as possible. There will be no increase to the Agreement's maximum contract obligation of \$2,365,873. The current Agreement with HHCLA expires on December 30, 2010. Any contract extension would also have a default termination and be co-terminus with the exhaustion of rollover funds regardless of the dates specified in the extensions.

The case management and housing locator services provided under HHCLA's Agreement meet AHH's goal of providing permanent, affordable housing linked to appropriate services for homeless individuals who are frequent users of DHS' system. Services provided under this Agreement include: intensive case management; housing case management; housing location services; access to temporary housing and transportation resources; and linkage to health and mental health care, substance abuse treatment, and other supportive services. The success of the AHH project is indicated by the significant decrease in emergency department and inpatient utilization. Of the clients that reached their 12-month anniversary in the program by March 31, 2010, there has been a 76 percent reduction in DHS emergency department visits and an 85 percent reduction in the number of DHS inpatient days. As of September 30, 2010, 107 clients have been placed into permanent housing and all of the clients have been linked to a medical provider.

Approval of the second recommendation will allow DHS to amend the Agreement for regulatory or statutory changes and to implement changes to conform to evolving federal and State law. It will also allow DHS to make programmatic changes, as necessary, correct ministerial errors and omissions, and roll forward unexpended funds to improve operational efficiencies and continue services within the project.

Approval of the third recommendation will allow DHS to make adjustments between budget items and/or categories and in project deliverables, as a result of ongoing operational assessments for program effectiveness.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

During the five-month extension period of December 31, 2010 through May 31, 2011, and the additional three month-to-month extensions, providing the continued availability of unexpended rollover funds, the Agreement's maximum obligation will remain unchanged at \$2,365,873. Expenditures will be funded using approximately \$205,450 in unexpended program funds and is included in Health Services Administration's Fiscal Year 2010-11 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 5, 2006, your Board approved Agreements with HHCLA to provide case management services and with Del Richardson and Associates, Inc. to provide housing locator services and supportive services for the AHH project through December 31, 2008.

On May 27, 2008, your Board approved a two-year extension to AHH authorizing DHS to utilize \$1.5 million in unspent HPI funding and the remaining Section 8 vouchers and public housing units for the AHH project.

On December 2, 2008, your Board approved an Amendment to the Agreement with HHCLA to integrate housing locator services into their case management services and to continue these services to support the AHH project for the period January 1, 2009 to December 30, 2010. Integrating these two services streamlined the client placement process and allowed HHCLA to assist clients with accessing permanent housing more efficiently. The Agreement with Del Richardson and Associates, Inc. to provide housing locator services expired on December 31, 2008.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

Not Applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure the continued placement of homeless DHS patients into permanent housing and provide them with necessary supportive services to maintain in housing and link into care.

The Honorable Board of Supervisors

12/7/2010

Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:vn

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Contract No. H-702539-4

**CASE MANAGEMENT SERVICES AGREEMENT
FOR ACCESS TO HOUSING FOR HEALTH PILOT PROJECT**

AMENDMENT NO. 4

This AMENDMENT is made and entered into this _____ day of
_____, 2010,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

HOMELESS HEALTH CARE LOS ANGELES
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Case Management Services Agreement for Access to Housing for Health Pilot Project ", dated December 5, 2006, and further identified as County Agreement No. H-702539 and any amendments thereto (all hereafter "Agreement");

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term with no increase in the maximum obligation under the Agreement;

WHEREAS, the parties reserve the right to further amend this Agreement within the scope of the delegated authority granted to the Interim Director of Health Services, or his designee; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective on the date of Board approval.
2. The first Sub-paragraph of Agreement Paragraph 3.0, TERM, shall be amended to read as follows:

“3.0 **TERM:**

This Agreement shall be effective December 5, 2006 and shall continue, unless sooner terminated or canceled, in full force and effect to and including May 31, 2011. Any extension specified in this Paragraph 3.0 and its subparts shall be co-terminus with the exhaustion of rollover funds and County shall not be responsible for any services provided after the exhaustion of said funds. Director, on behalf of County, in his sole discretion, shall have the option to further extend the Agreement on a month-to-month basis, not to exceed three months, subject to continued availability of unexpended rollover funds to ensure full expenditure of the rollover funds and the continuation of services as long as rollover funding exists.”

3. Agreement Paragraph 6.0, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in its entirety and revised to read as follows:

“6.0 **MAXIMUM OBLIGATION OF COUNTY:**

During the period December 5, 2006 through May 31, 2011, the maximum obligation of County for Contractor’s performance hereunder shall not exceed Two Million, Three Hundred Sixty-Five Thousand, Eight Hundred Seventy-Three Dollars (\$2,365,873).”

4. Agreement Paragraphs 9.46, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROERTY TAX REDUCTION PROGRAM, and 9.47, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION, shall be added to the Agreement as follows:

"9.46. **CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

9.47. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 50 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or

pursue debarment of Contractor, pursuant to County Code Chapter
2.206.”

Except for the changes set forth hereinabove, Agreement shall not be changed in
any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Interim Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

HOMELESS HEALTH CARE LOS ANGELES
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL